

No. 21005

**UNITED STATES OF AMERICA
and
FRANCE**

Co-operation Agreement concerning research and development activities in aviation. Signed at Washington and Paris on 10 July 1980

Authentic texts: English and French.

Registered by the United States of America on 15 April 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

Accord de coopération relatif aux activités de recherche et de développement dans le domaine de l'aviation. Signé à Washington et à Paris le 10 juillet 1980

Textes authentiques : anglais et français.

Enregistré par les États-Unis d'Amérique le 15 avril 1982.

CO-OPERATION AGREEMENT¹ BETWEEN THE FEDERAL AVIATION ADMINISTRATION OF THE UNITED STATES OF AMERICA AND LA DIRECTION GÉNÉRALE DE L'AVIATION CIVILE DE LA RÉPUBLIQUE FRANÇAISE

Whereas the United States of America, Federal Aviation Administration (FAA), and la Direction Générale de l'Aviation Civile (DGAC) of France,

- Wish to co-ordinate, as much as possible, research and development activities undertaken by the two countries in the field of civil aviation;
- Have acknowledged a mutual interest in the exchange of information on research and development programs in the field of civil aviation pursued separately by each organization, with a view to avoiding a duplication of efforts;
- Can see an advantage in undertaking certain new programs jointly, or in coordinating their work on programs in progress, with a view to maximizing the use of their available resources; and

Whereas Section 312(c) of the U.S. FAA Act of 1958 as amended among other things requires the FAA Administrator to develop, modify, test, evaluate, and define performance characteristics for systems, procedures, facilities, and devices to meet the needs for safe and efficient navigation and traffic control in civil aviation; and

Whereas DGAC has similar responsibilities and authority; and

Whereas discharge in cooperation of these responsibilities by the United States and France further demonstrates the desire for mutual cooperation and is in consonance with other international agreements to which they are also parties;

Therefore, the FAA and DGAC agree to implement a general co-operation agreement following these conditions;

Article 1. GENERAL FRAMEWORK

1.1. The FAA Administrator and the Director General of Civil Aviation, either directly or through their chosen representatives, will maintain regular contact to:

- A. Exchange information about, review, discuss, and compare FAA and DGAC Research and Development programs.
- B. Agree in appropriate cases to combine their work and resources or to co-ordinate conduct of specific research and development activities.
- C. Nominate the appropriate co-ordinators as called for in the annexes who will take the steps necessary to assure the prompt exchange of information and organize meetings according to the conditions of the corresponding annex. The people responsible for the project will maintain direct communications.
- D. Review and evaluate the progress made in areas of mutual interest where cooperation is agreed upon or is contemplated.

¹ Came into force on 10 July 1980 by signature, in accordance with article VII.

E. After consultation, decide and carry out decisions regarding the management of current joint activities, including the possible termination of programs considered unproductive.

1.2. The selected research and development activities will be described in the annexes to this general agreement.

1.3. The administrative co-ordination of all the projects undertaken under this agreement will be carried out by:

For DGAC:

Le Chargé de Mission auprès du Directeur Général
pour l'Action Extérieure
93 Bd Montparnasse
75006 Paris

For the FAA:

The Associate Administrator for Policy and
International Aviation Affairs
800 Independence Avenue, S.W.
Washington, D.C. 20591

1.4. Meetings between the Director General of Civil Aviation and the FAA Administrator may be arranged when the two parties consider they are necessary. The date and place will be decided upon by mutual agreement.

Article II. PERFORMANCE REPORTS

Detailed performance reports will be prepared by the project managers for each project. Each report will contain information on the progress made, the resources used and the schedule planned for subsequent stages. Each report will give useful explanations of the difficulties and delays incurred during the period covered, without, however, going over the technical details already included in previous reports, and will propose recommendations for the pursuit, reorganization or termination of a project. The performance reports will be submitted periodically after the commencement of a project, and as necessary before each meeting between the Director General and the Administrator.

Article III. FUNDING

In order to carry out the provisions of this agreement, the FAA and the DGAC will each assume the cost of the work to be done by it, in accordance with specific tasks identified in the technical annex. Each party will fund the costs of its respective activity under this Co-operation Agreement. All program activities under this Co-operation Agreement will be subject to the applicable laws and regulations of each country.

Article IV. EXCHANGE OF PERSONNEL

Exchanges of technical personnel for work described in the annexes may be made under this general agreement. Personnel so assigned will be governed by the laws and regulations of their respective employing Governments.

Article V. CONDITIONS GOVERNING THE EXCHANGE OF EQUIPMENT

It is anticipated that exchanges of equipment may be made under this general agreement during the course of the projects. The equipment to be exchanged will be specified in the annexes. The following conditions will apply to the exchanges:

- A. The DGAC or the FAA, as lender, will, at the lender's expense, transport any equipment to the location designated by the borrower. The lender shall, prior to transporting, specify the value of the equipment. The DGAC or the FAA, as borrower, will receive the equipment of which it will take charge upon delivery at the designated location. At the end of the period of use or the termination of this agreement, whichever occurs first, the borrower will return the equipment, at borrower's expense, to the location designated by the lender.
- B. The borrower will be completely responsible for the placement, installation, operation, repair and maintenance of the equipment, including the supply of spare parts.
- C. The borrower will mount and use the equipment in accord with the program indicated in the appropriate annexes.
- D. The borrower agrees to use the equipment, maintain it and keep it in working order during the loan period, and to allow the lender access at any time for inspection.
- E. In the event of loss or damage of any equipment exchanged under this agreement and specified in a technical annex, the borrower agrees to compensate the lender for the value of items lost or damaged.

Article VI. RIGHTS

Except as required by applicable law, neither the DGAC nor the FAA will present any information or material pertinent to the tasks, or related to the agreed program to third parties other than contractors or subcontractors engaged in this cooperation, to any public forum or print and distribute same without the consent of the other party. FAA will not release information under the U.S. Freedom of Information Act transmitted by the DGAC or its contractor which has been marked proprietary and which comes under exemption #4 of the Freedom of Information Act for proprietary information. FAA shall notify the DGAC of any request under the Freedom of Information Act, and the two parties shall jointly discuss the proprietary nature of this information.

Article VII. DURATION

This agreement will become effective upon the signature of the Director General of Civil Aviation and the Administrator of the FAA. It can be modified at any time by mutual agreement of the Director General and the Administrator; it can be canceled at any time upon 60 days' notice given by either party.

Article VIII. APPROVAL

DGAC and the FAA approve the terms of this cooperation agreement, as attested by the signatures of the Director General of Civil Aviation and the Administrator.

United States of America, Department of Transportation,
Federal Aviation Administration:

By: [Signed]¹
Title: Administrator
Date: 10 July 1980

French Republic, Ministry of Transport,
Directorate General of Civil Aviation:

By: [Signed]²
Title: Director General of Civil Aviation
Date:

¹ Signed by Langhorne Bond.

² Signed by M. Abraham.